

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **RF5086**Due Date: **12/14/04 @ 3:00 P.M.**

Date Sent: November 24, 2004

Agency Contract

Goods and services to be
 purchased:

ELEVATOR MAINTENANCE - ENVIRONMENTAL QUALITY**Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RF5086

Due Date: 12/14/04

Vendor Name:

Provide elevator maintenance for the Department of Environmental Quality, located at 150 and 160 North 1950 West, Salt Lake City, Utah. Please see the attached specifications for additional information.

Questions regarding the specifications should be directed to Kathy E. Baker at (801)538-3286.

Proposal process questions (not related to the specifications) should be directed to Rosemary Frenchwood at (801)538-3147.

Reference RX#: 100 54M6-2

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

- 1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.
- 2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.
- 3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.
- 4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.
- 5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
- 6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
- 7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.
- 8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- 9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- 10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 12. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 1. Exercise any remedy provided by law;
 2. Terminate this contract and any related contracts or portions thereof;
 3. Impose liquidated damages, if liquidated damages are listed in the contract;
 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

**REQUEST FOR PROPOSAL
ELEVATOR MAINTENANCE CONTRACT
DEPARTMENT OF ENVIRONMENTAL EQUALITY
RX100 54M60000002
SOLICITATION # RF5086**

Introduction

It is the intent of this contract to enter into a five (5) year agreement to provide the Division of Facility Construction and Management with first class elevator maintenance service and support, maintaining the elevators in top condition, etc.

This Request for Proposal provides detailed information and requirements to be followed in providing elevator maintenance to the following:

The building for which service will be provided:

Department of Environmental Quality
150 and 160 North 1950 West
Salt Lake City, Utah

**PART ONE
TWO STEP PROPOSAL REQUIREMENTS**

Proposal Instructions

1. Due Dates and Times

Proposals will be accepted until **Tuesday, December 14, 2004 , 3:00 PM**. **Late Proposals will not be accepted. Faxed proposals will not be accepted. You will need to park on the west side of the State Office Building and enter the building on the south side. You will need to bring picture identification. If you mail in your proposal, please allow additional days for it to be delivered.**

2. Proposal Submittals

Four copies of the Proposal must be delivered in a sealed enveloped clearly marked with the proposal number, date, and time, to:

State of Utah
Division of Purchasing
Room 3150 State Office Building,
Salt Lake City, Utah 84114

3. **For consideration, the following deliverables must be part of the PROPOSAL Package:**

- Proposal Summary/Cover Sheet (completed)
- A list telling us what type of maintenance your company will do on hydraulic and traction elevators and on the lift every month
- Insurance Certificate
- Letter from your bonding company stating that your company will have the ability to supply a Performance Bond in the amount of 100% of the first yearly amount.
- Copy of your maintenance sheet your Company uses to keep track of work performed on individual elevators
- Elevator Service Training
 - Type of training, extent of training, how often do you retrain
 - Amount of time spent on maintenance per visit

- Employee Screening and Hiring Process

- Equipment
- Safety and Security
- References
- Cost Proposal –

Bonds and Insurance Requirements

1. Provide with your Proposal, a copy of your certificate of insurance. The following are the minimum liability limits:

General Liability	\$1,000,000	Workers Compensation	\$100,000
Occurrence Liability	\$1,000,000		
Personal Injury	\$1,000,000		
2. A letter from your bonding company confirming that your company will be able to supply a Performance Bond at 100% of the current contract year amount. This will need to be renewed yearly.

Description of Work

Company shall supply trained, qualified, and technically skilled journeymen directly employed and supervised by Company. All supervision, installed repair parts, consumable materials, equipment, tools, and each and every item of expense necessary for elevator maintenance, including all preventative maintenance, repairs, or parts and trouble call service.

The Two (2) Dover hydraulic passenger elevators covered under these specifications are located at Department of Environmental Quality located at 150 and 160 North 1950 West, Salt Lake City, Utah.

Elevator #1

Elevator Type:	Passenger
Capacity:	2100 lbs
Number of Landings/Openings:	2/2
Speed:	125 FPM
Manufacturer:	Dover
Date Installed:	7/12/82

Elevator #2

Elevator Type:	Passenger
Capacity:	2100 lbs
Number of Landings/Openings:	2/2
Speed:	115 FPM
Manufacturer:	Dover
Date Installed:	4/22/86

Contract Specifications

Regularly and systematically examine, adjust, lubricate, clean and, when conditions warrant, repair or replace the following items and all other mechanical or electrical equipment:

Hydraulic Elevators

1. Hydraulic power unit and accessories: pump, motor, valves, operating valves, pulleys, drive belts, flexible hose and fitting assemblies, oil tank, muffler, strainer, sound isolating coupling, plunger, packing gland, scavenger system, piping and other components.
2. Controller, selector, and dispatching equipment: All components including all relays, solid state components, resistors, condensers, transformers, contacts, leads, computer devices, selector switches, mechanical or electrical driving equipment, coils, magnet frames, contact switch assemblies, springs, solenoids, resistance grids, hoistway vanes, magnets and inductors.
3. Hoistway door interlocks or locks and contacts, hoistway door hangers, tracks, bottom door gibs, cams and rollers.
4. Hoistway limit switches, slowdown switches, leveling switches and associated cams, vanes and electronic components.
5. Guide shoes including rollers.
6. Automatic power operated door operators, door protective devices, car door hangers, tracks and car door contacts.
7. Automatic power operated door operators, door protective devices, car door hangers, tracks and car door contacts.
8. Elevator control wiring in hoistway and machine room.
9. Buffers
10. Fixture contacts, pushbuttons, key switches, locks, lamps and sockets or button stations (car and hall), hall lanterns, position indicators, direction indicators.
11. The guide rails shall be kept free of rust and dry.
12. Examine all safety devices, and conduct an annual no load test, and every fifth year perform a full load, full speed test of the buffers. The car balance shall be checked. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators (ANSI/ASME A17.2), current edition.
13. Furnish lubricants compounded specifically for elevator usage.
14. All preventative maintenance and adjusting shall meet the minimum standards established by the original equipment manufacturer of the elevator equipment.

The Contractor will be financially responsible for the job they do and DFCM will call for damages for extended shutdowns or repeated shutdowns. If there is more than two shutdowns for the same reason within a one month period, there will also be a \$300 charge.

Exclusions to this Contract:

The Elevator Contractor shall not be required to install new attachments on the elevator whether or not recommended or directed by insurance companies or by governmental authorities, nor make any replacements with parts of a different design. The Contractor shall not be required to make renewals or repairs necessitated by reason of

negligence or misuse of the equipment or by reason of any other cause beyond the Contractor's control except ordinary wear and tear unless the Contractor receives just compensation.

The Elevator Contractor shall not be responsible for the following items of elevator equipment: car enclosure (including removable panels, door panels, hung ceilings, light diffusers, light tubes and bulbs, handrails, and carpets), hoistway enclosure, hoistway doors, frames and sills.

All work is to be performed during regular working hours of regular working days. Emergency calls shall be answered at all hours of the day or night. Should overtime work be required, DFCM will pay only the actual amount of the premium portion of the wage, the Contractor will pay the basic hourly rate.

The Contractor shall check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed.

The Contractor shall keep the elevator maintained to operate at the original contract speed, keeping the original performance times, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain the original door opening and door closing times, within legal limits.

DFCM reserves the right to make a thorough inspection and test as and when deemed advisable. If it is found that the elevator and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be his responsibility to make corrections within 30 days, DFCM may terminate the contract and employ a Contractor to make the corrections at the original Contractor's expense.

Approximately six months prior to the end of the contract term, DFCM will make a thorough maintenance inspection of all elevators covered under the contract. At the conclusion of this inspection, DFCM shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within 30 days after receipt of such notice.

Parts Inventory Requirements Contractor agrees to the following requirements and authorization of parts used.

1. One complete set of all diagnostic tools and equipment required for the complete maintenance of all aspects of the control and dispatch system and solid-state motor drive units. The diagnostic system shall be an integral part of the controller and provide user-friendly interaction between the serviceman and the controls. All such systems shall be free from secret codes and decaying circuits that must be periodically reprogrammed by the manufacturer.
2. All parts need to be readily available within five (5) working days.
3. Major Components Parts (Electrical): If Company does not have motor and generator armatures, or should field coils and armatures be rewound or repaired by a qualified motor rewind shop, Company must cause the repairs to be completed within two (2) working days, or less.
4. Major Components Parts: If Company does not have machine gears, frames, sheaves, cabs, rails, and similar mechanical components in stock, they must provide DFCM within two working days. If this exceeds two working days, the Company will need to supply DFCM with the source for the repair or replacement, as well as, the approximate schedule to complete the repairs.
5. Special Electrical Parts: Company acknowledges that elevator control systems contain solid state printed circuit modules. Company agrees to maintain in inventory, a sufficient amount of modules and component parts to replace and or repair any of these units should failure occur. SCR Drive Components are to be inventoried in Companies warehouse.
6. Job Site Elevator Inventory: Company will maintain a supply of contacts, coils, generator and motor brushes, car and hall pushbuttons, lantern gongs, door detectors, safety edges, photo eyes, lubricants, wiping cloths, and minor parts in each elevator machine room, properly stored in a approved parts cabinet.

7. **Spare Parts Inventory:** Company will maintain a supply of genuine Original Equipment Manufacturer's replacement parts in their warehouse inventory. This inventory will include, but not be limited to, generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector tapes, door hangers, rollers, hoistway limit switches. Such replacement parts will be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.
8. **Replacement Parts Policy:** Company will not alter equipment parts and original design with other manufacturers' parts or design unless the original manufacturer has discontinued the item and the parts are no longer available from the manufacturer or other DFCM approved suppliers. Parts manufactured by companies other than the original manufacturer, but supplied to the manufacturer as part of their overall product may be acceptable if said part is of a similar design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other national recognized manufacturers and, upon written authorization from DFCM or DFCM's representative, may be used in lieu of the manufacturers parts. Company agrees to maintain a diagnostic tool to remain on the job site, and one set of spare boards, as required, on the job site or in Companies local branch office for the entire length of the Agreement. Any boards used out of stock will be replaced within twenty-four (24) hours.

Modification Approvals: Should Contractor request or wish to make any change, modification, or addition to the existing elevator equipment, the Contractor must submit a written "Request to Modify" proposal to DFCM for approval. A "Request to Modify" must state the reason why the Company wishes to change a component. Complete information of the new proposed component and a guarantee of responsibility by Company for said component change is required. DFCM will get back with the Company within 30 days of receiving this request.

Emergency Response: In the case of entrapment by an individual inside an elevator, the Company will respond within an hour of receiving the call.

Code Testing Required: Company shall perform all State, City, Local and ANSI A17.1 required testing. Such testing shall include, but not be limited to, full load, no load, and hydraulic load tests. Only those Codes that are in force as of the Commencement Date of this Agreement are applicable. Company will give DFCM at least a one day notice prior to any testing being performed.

1. **ANSI/ASME A17.1 (Latest edition):** Company shall test Fireman's Return Phase I and II, a minimum of once a year, and notify DFCM prior to conducting such test. Any and all required corrections shall be the responsibility of Company and shall be corrected at no additional charge to DFCM. The results of these tests shall be submitted in writing to DFCM within 30 days after test is completed.
2. **Earthquake Derailment Device Testing:** Company shall test earthquake derailment and seismic devices a minimum of once a year only in areas where applicable. Notification shall be given to DFCM prior to such test. Any and all required corrections shall be the responsibility of Company and shall be corrected at no additional charge to DFCM.

Performance Requirements: Contractor agrees to maintain the following minimum requirements of each elevator and lift as described per manufacturer's original installation criteria:

1. **Floor-to-Floor Time: (In Seconds)**
Floor to floor time shall be measured from the time the elevator starts to the time the elevator stops during a one floor run in either direction and under any load condition.
2. **Door-Open Time: (In Seconds)**
Door-opening times are measured by the distance of the door travel less 1" for center-opening doors and 2" for side-opening doors from each end of the door travel.
3. **Door-Close Time: (In Seconds)**

Not to exceed 30 pounds of kinetic force.

Door closing times are measured by the distance of the door travel less 1" for center-opening doors and 2" for side-opening doors from each end of the door travel.

4. Car/Hall Dwell Time: (In Seconds)

Standing door open times are measured from the time the doors are fully open, without demand, until the doors start to close.

5. Nudging Close Time: (In Seconds)

Nudging close time is measured the same as the door close time.

6. Leveling Accuracy

3/8" for hydraulic elevators and open loop traction elevators.

1/4" for closed loop traction elevators.

The accuracy of leveling shall be plus or minus the 3/8" and 1/4" mentioned above under all load conditions.

Leveling shall be consistent with OEM installation and Code Requirements.

7. Variance from the rated contract speed, regardless of load conditions shall not exceed five percent (5%).

8. Maintain vertical alignment of guide rails to a tolerance of 1/16 in. at 100'.

To accomplishing this, Company shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive, with smooth checking at the extremes of travel. Company shall assign a Supervisor to examine all equipment yearly as a minimum requirement. Results of the inspection shall be submitted to DFCM within thirty (30) days from completion of Supervisor's Inspection.

Minimum Man Hours at Premises

1. Company shall furnish a mechanic to provide preventive maintenance services at the premises for a minimum of one (1) hour per calendar month per hydraulic elevator. **Callbacks and nonscheduled repair labor are not considered service time.** Failure to provide the preventative maintenance services set forth, shall be cause for retention of monthly fees by DFCM equal to the reduction of Company services and shall continue until full, normal service is restored. Company may choose to make up time lost at the conclusion of any period of interruption of service and be reimbursed for same if agreed to in writing by DFCM. Time tickets for routine maintenance shall be presented to the appropriate on site personnel or building representative at the conclusion of each visit and shall only show the time spent for preventative maintenance. Any other work completed, such as repairs or call back service shall be listed and accounted for on a separate time ticket. It is understood that such minimum service hours do not limit labor required to maintain the elevator equipment in top running condition.
2. All preventative maintenance service, repairs, routine adjusting and service procedures will be performed during regular working hours of regular working days of the elevator trade referring to the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. If DFCM demands that needed two-man repair work be completed during overtime hours, Company will bill the difference between their straight time billing rate and the appropriate overtime billing rate. Notification to DFCM must be made prior to removal of the elevators from normal service for maintenance, testing and adjustment.

References

You must furnish a list of ten (10) references, with phone numbers, **fax numbers**, and a contact person for each reference. These references will need to cover hydraulic elevators.

**PART TWO
COST PROPOSAL**

Cost Proposal Submittal

The Cost Proposal must be delivered with the RFP.

XXX

**PART THREE
EVALUATION CRITERIA**

Evaluation

All contractors will be evaluated in accordance with the following:

Cost	60%
Past Performance	40%

The Contractor must receive an eighty percent (80%) or better on their references in order for their cost to be considered.

Cost Proposal Price Sheet

Contract Name/Company
Address and Phone

Department of Environmental Quality
150 and 160 North 1950 West
Salt Lake City, Utah

Submitted By: _____

1. CONTRACT

Cost for each hydraulic elevator per year:

1st Contract Year \$ _____ 4th Contract Year \$ _____

2nd Contract Year \$ _____ 5th Contract Year \$ _____

3rd Contract Year \$ _____

Total cost for 5 years \$ _____

Payments shall be made in monthly installments. **Contractor's billing shall be submitted to the Contracts Coordinator following each periods completed work, along with the timesheets for that period. Each individual timecard/timesheet will need to be signed by that employee stating that the time is accurate.**

ELEVATOR REFERENCES

Elevator References

Please provide a list of (10) ten of your past/current clients. Each list will be kept in strict confidence (only your prospective client and the evaluation team will have access to this list). It is also helpful that you notify these clients and inform them of our efforts. These references will need to be from like buildings, such as office buildings, banks, hotels, etc.

Name: _____ Firm: _____
Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____
Address: _____
Telephone: _____ Fax: _____
Number of elevators: Hydraulic: _____

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Address: _____
Telephone: _____ Fax: _____
Number of elevators: Hydraulic: _____

ELEVATOR MAINTENANCE

BUILDING: _____

DFCM SIGNATURE:_____

ELEVATOR COMPANY:_____

[illegible]